



# Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

CHAIRPERSON  
Allan O'Shea  
VICE-CHAIRPERSON  
Edward Haik

Ken Hilliard  
Ervin Kowalski  
Jim Krolczyk  
Glenn Lottie  
Carl Rutske

CLERK

Marilyn Kliber  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3500

## TECHNOLOGY/INFORMATION COMMITTEE

Thursday, October 22, 2009  
2:00 P.M.

Manistee County Courthouse  
Board of Commissioners Meeting Room

### AGENDA

- 1) Call to order
- 2) Roll call
- 3) New Business
  - Request to purchase two new computers for the 85<sup>th</sup> District Court
  - Scheduled replacement of desktop computers (Gordon McLellan)
  - Consider the purchase of upgraded processing and storage servers for the data center (Gordon McLellan)
  - Completing the upgrade of the building network; replacing out-dated equipment (Gordon McLellan)
  - Extending tape backup retention window beyond five weeks (Gordon McLellan)
  - Off-site tape storage with Sheriff's Office or Library (Gordon McLellan)
- 4) Old Business
  - Consideration of a quote from Accucomp for a new server and computer upgrade for the Accucomp System (Gordon McLellan & Marilyn Kliber)
  - Update on the progress of the AES's Countywide Broadband project (Gordon McLellan & Glenn Lottie)
  - Letter of Understanding between Manistee County and Manistee-Benzie Community Mental Health for a back-up I.T. person for Mr. McLellan (APPENDIX A)
- 5) Other items from Committee members
- 6) Adjournment

LETTER OF AGREEMENT

BETWEEN

MANISTEE COUNTY

&

MANISTEE BENZIE COMMUNITY MENTAL HEALTH  
(hereinafter referred to as C.M.H.)

Appendix A

The purpose of this Letter of Agreement is to establish an agreement(s) between C.M.H. and ~~the~~ Manistee County.

BOTH ~~ENTITIES~~ ENTITIES:

Agree~~x~~ to:

1. Respond in a timely manner to requests for information and assistance where required.
2. Share information, where not prohibited by law, as needed for the planning and implementation of this service.
4. To resolve, in a timely manner, problems/issues that might arise during the execution of this Letter of Agreement.
5. Abide by all State and Federal Laws, Regulations, and Directives that may apply.

MANISTEE BENZIE COMMUNITY MENTAL HEALTH

Agrees to:

1. Provide Manistee County Information Technology (Computer) support in the event that coverage is required at Manistee County offices as requested by the ~~Administrator's~~ Office. **CONTROLLER/ADMINISTRATOR'S**
2. To bill Manistee County at a rate of \$42.66 per hour plus any travel costs at the prevailing Federal reimbursement rate.

Invoices will be sent to:

Mr. Thomas Kaminski, Administrator  
Manistee County  
415 ~~Maple~~ Street  
Manistee, MI 49660

THIRD

MANISTEE COUNTY

Agrees to:

1. Reimburse C.M.H. for services provided within 60 days of receipt of invoice(s) from C.M.H..

Payment shall be sent to:  
Manistee-Benzie Community Mental Health  
P.O. Box 335  
310 N. Glocheski Dr.  
Manistee, MI 49660

2. To abide by the terms established by each attachment to this Agreement.

TERMS OF THIS LETTER OF AGREEMENT

- A. This Letter of Agreement may be terminated by either participating agency by giving (30) days prior written notice to the other agency stating the reason(s) for termination and effective date.
- B. This Letter of Agreement shall be in full effect as of October 1, 2009.
- C. Funding of the services provided is for FY 2009-2010 and shall expire on September 30, 2010.
- D. This Letter of Agreement may not be altered unless agreed to by each party in writing.

LIABILITY

Each party to this Agreement must seek its own legal representative and bear its own costs including judgments in any litigation, which may arise out of its activities to be carried out pursuant to its obligations hereunder. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by C.M.H. and Manistee County in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by C.M.H. and Manistee County in relation to each party's responsibilities under the joint activities, provided that nothing herein shall be construed as a waiver of any public or governmental immunity granted to C.M.H. and/or any representative of C.M.H. as provided by applicable ~~statutes~~ and/or court decisions.

STATUTES

SIGNATURE SECTION

The individual or officer signing this agreement certifies by her/his signature that they authorized to sign the agreement on behalf of the responsible governing board or agency.

FOR

MANISTEE COUTNY

\_\_\_\_\_  
Thomas Kaminski, Administrator  
Manistee County

\_\_\_\_\_  
Date

MANISTEE BENZIE COMMUNITY MENTAL HEALTH

\_\_\_\_\_  
Joseph "Chip" Johnston  
Manistee-Benzie Community Mental Health

\_\_\_\_\_  
Date